

**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF PUERTO RICO**

MR. SALVADOR HERRERA CRUZ  
Plaintiff,

Vs.

BIO-MEDICAL APPLICATIONS OF  
ARECIBO, INC.; FRESENIUS MEDICAL  
CRE HOLDINGS, INC.; RB FUELING  
LIMITED, LLC.; MATHEW BARGO; DR.  
SUSONI HEALTH COMMUNITY CORP.;  
METRO PAVIA HEALTH SYSTEM, INC.;  
UNIVERSL GROUP INC.DBA UNIVERSAL  
INSURANCE COMPANY; JOHN DOE AND  
RICHARD DOE; AND XYZ INSURANCE  
COMPANY  
Defendants

Civil No. 3:19-CV-01582 (PAD)

Tort; Damages; Personal Injury;  
Diversity;  
Trial by Jury Demanded

**STATEMENT OF UNCONTESTED FACTS  
IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

TO THE HONORABLE COURT:

**COMES NOW**, co-defendant Metro Pavia Health System Inc. (“MPHS”) through the undersigned counsel, and pursuant to Local Rule 56(b), hereby submits the Statement of Uncontested Facts (“SUF”) in support of the Motion for Summary Judgment filed today:

1. On November 9, 2011, Metro Pavia Health System Inc., was organized and registered as a corporation in the Department of State of the Commonwealth of Puerto Rico. **[Exhibit I: Certificate of Registry, Department of State of the Commonwealth of Puerto Rico, page 1]**
2. Metro Pavia Health System Inc. is a corporation that provides consulting and advisory services in several areas such as: human resources, marketing, finance, public relations, physical plant, contracts, information system and medical utilization. **[Exhibit 2: Unsworn Declaration Under Penalty of Perjury, ¶2,**

**page 2] [Exhibit 3: General Counseling and Consulting Services Agreement, ¶1, page.5]**

3. MPHS, does not have a license and has never been licensed to operate health services facilities, as provided for in Law 101 of June 26, 1965, as amended.

**[Exhibit 2: Unsworn Declaration Under Penalty of Perjury, ¶3, page 2]**

4. On January 1, 2016, MPHS as an independent contractor, subscribed a Consulting and Advisory services agreement with Dr. Susoni Health Community Services d/b/a Hospital Pavia Arecibo. The term of the agreement is five years. **[Exhibit 2: Unsworn Declaration Under Penalty of Perjury, ¶4, page 2] [Exhibit 3: General Counseling and Consulting Services Agreement, ¶1, page.4 and ¶3 page 5]**

5. The nature of the contract is one of advisory, it is firmly established that the contract does not constitute a delegation of Pavia Arecibo Hospital functions to Metro Pavia Health System. **[Exhibit 2: Unsworn Declaration Under Penalty of Perjury, ¶1, page 3] [Exhibit 3: General Counseling and Consulting Services Agreement, ¶1, page 5]**

6. Metro Pavia Health System shall provide consulting and counseling services, wherefore it shall remain at the full discretion of the Hospital to fully or partially accept or reject the recommendations received by virtue of the Agreement. **[Exhibit 3: General Counseling and Consulting Services Agreement, ¶1, page.8]**

7. Pavia Arecibo Hospital never required or requested MPHS an assessment regarding the fixed ladder. **[Exhibit 2: Unsworn Declaration Under Penalty of Perjury, ¶4, page 3]**

8. MPHS does not exercise any kind of control over Dr. Susoni Health Community Corp. DBA Pavia Arecibo Hospital decisions regarding Physical Plant or any other aspect in which counseling or consulting is provided. **[Exhibit 3: General Counseling and Consulting Services Agreement, ¶1, page.8]**
9. Dr. Susoni Health Community Services Corp. is responsible for the operating cost, rights and obligations relating to its operations. **[Exhibit 3: General Counseling and Consulting Services Agreement, ¶5, page 7]**
10. MPHS is not and was not involved, in any way in the design, construction, or inspection of Pavia Arecibo fixed ladder. **[Exhibit 2: Unsworn Declaration Under Penalty of Perjury, ¶3, page 3]**
11. Dr. Susoni Health Community Services Corp. is and was the corporation that owned, administered and operated the Pavia Arecibo Hospital for the date of the alleged facts. **[Exhibit 4: License Number 2, pursuant to Act 101 June 26,1965 as amended, Department of Health, Valid July 1,2016 to June 30, 2018, page 12] [Exhibit 5: License Number 2, pursuant to Act 101 June 26,1965 as amended, Department of Health, Valid July 1,2018 to June 30, 2020, page 13] [Exhibit 6,Certificate of Convenience and Necessity (CNC) number 14-118, page 14] [Exhibit 3: General Counseling and Consulting Services Agreement, ¶4, page 6]**
12. Dr. Susoni Health Community Services Corp. as the owner, administrator and operator of the Pavia Arecibo Hospital, is the corporation that could be held accountable for acts and omissions occurred at its premises. **[Exhibit 4: License Number 2, pursuant to Act 101 June 26,1965 as amended, Department of Health, Valid July 1,2016 to June 30, 2018, page 12] [Exhibit 5: License**

**Number 2, pursuant to Act 101 June 26,1965 as amended, Department of Health, Valid July 1,2018 to June 30, 2020, page 13] [Exhibit 6,Certificate of Convenience and Necessity (CNC) number 14-118, page 14]**

13. MPHS and Dr. Susoni Health Community Services Corp. and MPHS are independent and separate legal entities, the exclusive owner and operator of Pavia Arecibo Hospital is Dr. Susoni Health Community Service Corp. **[Exhibit 3: General Counseling and Consulting Services Agreement, ¶1 ¶4, page 6]**
14. Metro Pavia Health System Inc. is not responsible for any possible act or omission of Dr. Susoni Health Community Services Corp., who was the owner, administrator and operator of Pavia Arecibo Hospital for the date of the alleged events. **[Exhibit 2: Unsworn Declaration Under Penalty of Perjury, ¶5, page 3] [Exhibit 4: License Number 2, pursuant to Act 101 June 26,1965 as amended, Department of Health, Valid July 1,2016 to June 30, 2018, page 12] [Exhibit 5: License Number 2, pursuant to Act 101 June 26,1965 as amended, Department of Health, Valid July 1,2018 to June 30, 2020, page 13] [Exhibit 6,Certificate of Convenience and Necessity (CNC) number 14-118, page 14]**
15. MPHS is not responsible or liable for claims arising out of slip and falls or other accidents at Pavia Arecibo Hospital premises or claims arising out of Pavia Arecibo Hospital negligence, willful misconduct, or negligent performance of, or failure to perform, any of its duties or obligations. **[Exhibit 2 Unsworn Declaration Under Penalty of Perjury, ¶10, page 3]**

**RESPECTFULLY SUBMITTED.**

**WE HEREBY CERTIFY:** that on this day I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of said filing to the attorneys of record.

In Guaynabo, Puerto Rico, this 24th day of October of 2019.

**s/ Krystel Sáez Merced**  
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